

CITY COUNCIL REPORT



Meeting Date: March 3, 2015
 General Plan Element: ***Open Space and Recreation***
 General Plan Goal: ***Provide high quality and ample quantities of open space***

ACTION

Architectural Services Contract for the Granite Mountain and Fraesfield Trailheads. Adopt Resolution 10040 authorizing Architectural Services Contract 2015-050-COS with Smith Group JJR in the amount of \$193,660 to prepare site plans for the Granite Mountain and Fraesfield Trailheads in the McDowell Sonoran Preserve.

BACKGROUND

The purpose of this action is to approve an architectural design contract for the Granite Mountain and Fraesfield Trailheads located in the northern region of the Scottsdale McDowell Sonoran Preserve.

The Granite Mountain Trailhead is located on the west side of 136th Street at the intersection with the Lone Mountain Road alignment. This Preserve trailhead provides public multiple-use recreational access to the Granite Mountain area in the northern region of the Preserve. Basic improvements were made to the Granite Mountain Trailhead in 2013. These improvements consisted of a gravel parking surface, pipe rail fencing to control motor vehicle access and a Preserve orientation map and sign.

The Fraesfield Trailhead is located on the north side of Rio Verde Drive at roughly the 134th Street alignment. This Preserve trailhead provides public multiple-use recreational access to the Fraesfield Mountain area in the central and northern regions of the Preserve. Basic improvements were made to the Fraesfield Trailhead in 2013. These improvements consisted of an automated entry gate, gravel parking surface, pipe rail fencing to control motor vehicle access and a Preserve orientation map and sign.

The Architectural Services Contractor will prepare site plans for future phase improvements of the Granite Mountain and Fraesfield Trailheads (in accordance with the Preserve Access Areas Report approved by the City Council in 2011). Amenities could include paved entry drives and parking for passenger vehicles, staging areas for equestrians with horse trailer parking, restrooms, shade ramadas, and educational and interpretive displays.

ANALYSIS & ASSESSMENT

Recent Staff Action

On August 18, 2014, Capital Project Management staff solicited Requests for Qualifications from architectural and engineering consultants to prepare site plans for the Granite Mountain and Fraesfield Trailheads. Seven (7) responses were received on September 19, 2014. A panel of four City staff members evaluated the responses and developed a short list of three firms to interview. Based on the evaluations and interviews, the panel selected Smith Group JJR to enter into contract negotiations.

Significant Issues to be Addressed

The site plans will evaluate the latest environmental methods for solar power and sewage treatment. Options for water delivery must be considered not only for temporary irrigation, restrooms and drinking fountains, but also for fire protection.

Community Involvement

The planning process for the Granite Mountain and Fraesfield Trailheads site plans will include public outreach with adjacent neighborhoods, a public open house for the larger population, and presentations to the McDowell Sonoran Preserve Commission.

RESOURCE IMPACTS

Available funding

Funding for this contract is currently available in CIP project P1305 North Area Access Control.

Staffing, Workload Impact

Existing staff will manage the contract with Smith Group JJR, along with public involvement processes that are planned to ensure area residents and user groups have opportunities to provide input to the process.

Maintenance Requirements

The current facilities at Granite Mountain and Fraesfield Trailheads have limited maintenance requirements and are maintained through a combination of staff and volunteer labor

Future Budget Implications

Staff will bring a future action to Council for a construction contract award. Future maintenance and operational impacts of the facility to the General Fund will be evaluated and provided prior to letting a contract for construction services. The site plans are expected to be completed in late 2016.

OPTIONS & STAFF RECOMMENDATION

Recommended Approach

Adopt Resolution 10040 authorizing Architectural Services Contract 2015-050-COS with Smith Group JJR to prepare site plans for the Granite Mountain and Fraesfield Trailheads in the McDowell

Sonoran Preserve.

Proposed Next Steps:

Following council's approval of the contract, Smith Group JJR will proceed immediately with planning sessions and public outreach to assemble information from residents and user groups. Approximate completion date for the site plan documents is late 2016.

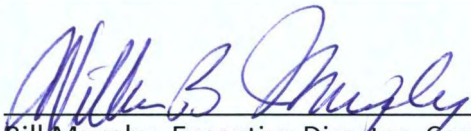
RESPONSIBLE DEPARTMENT(S)

Public Works Division, Capital Project Management
Community Services Division, Preservation Operations

STAFF CONTACTS (S)

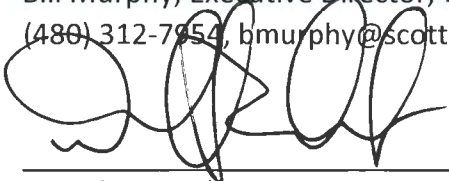
Scott Mars, Project Manager, smars@scottsdaleaz.gov, 480-312-2619
Kroy Ekblaw, Preserve Director, kekblaw@scottsdaleaz.gov, 480-312-7064

APPROVED BY



Bill Murphy, Executive Director, Community Services
(480) 312-7954, bmurphy@scottsdaleaz.gov

2/17/15
Date



Daniel J. Worth, Executive Director, Public Works
(480) 312-5555, dworth@scottsdaleaz.gov

2-17-15
Date

ATTACHMENTS

1. Resolution 10040
2. Location Map
3. Evaluation Matrix
4. Contract 2015-050-COS

RESOLUTION NO. 10040

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE CONTRACT NO. 2015-050-COS BETWEEN THE CITY OF SCOTTSDALE AND SMITH GROUP JJR FOR SITE PLANNING SERVICES FOR THE GRANITE MOUNTAIN AND FRAESFIELD TRAILHEADS IN THE MCDOWELL SONORAN PRESERVE.

The City desires to contract for architectural design services for the Granite Mountain and Fraesfield Trailheads in the McDowell Sonoran Preserve; and

The City selected Smith Group JJR by means of a competitive, qualifications-based process to provide the architectural design services.

BE IT RESOLVED by the Council of the City of Scottsdale as follows:

Section 1. The Mayor of the City of Scottsdale is authorized and directed to execute Contract No. 2015-050-COS between the City and Smith Group JJR for architectural design services for the Granite Mountain and Fraesfield Trailheads in the McDowell Sonoran Preserve.

Section 2. The City Manager or his designee is authorized and directed to approve any other and further documents, agreements, and public hearing applications as are necessary to carry out the purposes of Contract No. 2015-050-COS.

PASSED AND ADOPTED by the Council of the City of Scottsdale this 3rd day of March, 2015.

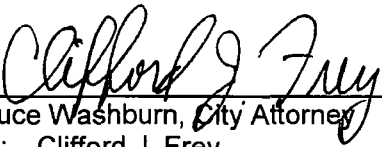
ATTEST:

CITY OF SCOTTSDALE, an
Arizona Municipal Corporation

By: _____
Carolyn Jagger, City Clerk

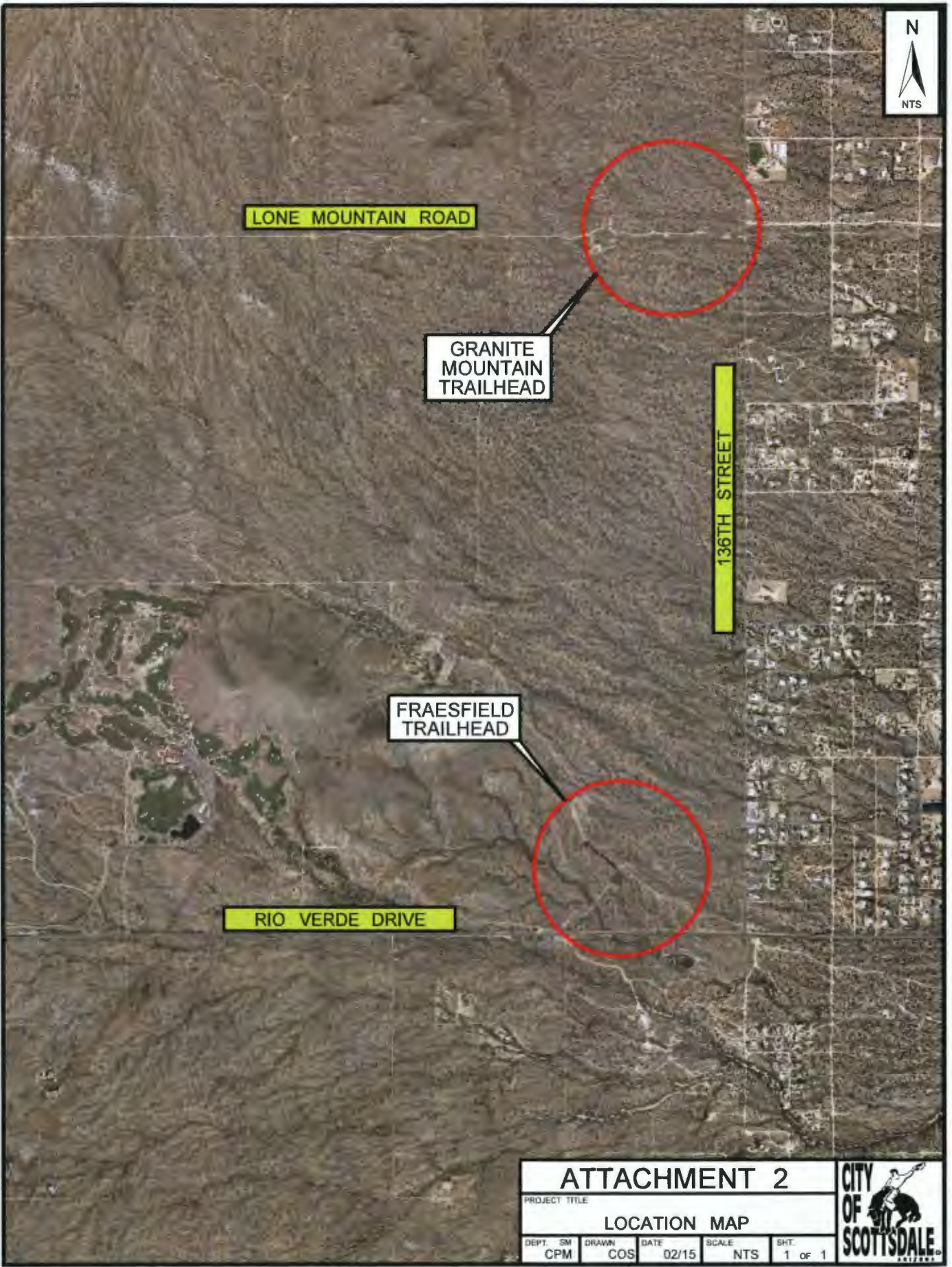
By: _____
W.J. "Jim" Lane, Mayor

APPROVED AS TO FORM:



Bruce Washburn, City Attorney
By: Clifford J. Frey
Senior Assistant City Attorney

ATTACHMENT 1



ATTACHMENT 2

PROJECT TITLE

LOCATION MAP

DEPT. SM	DRAWN	DATE	SCALE	SHT.
CPM	COS	02/15	NTS	1 of 1



**Solicitation for
GRANITE MOUNTAIN AND FRAESFIELD TRAILHEADS MASTER PLAN MCDOWELL
SONORAN PRESERVE**

Company	Rank
ARC Studios, Incorporated	
Fucello Architects	3
Harrington Planning + Design	
John Douglas Architects	
Logan Simpson Design, Inc.	
SmithGroupJJR	1
Weddle Gilmore / Floor Associates	2



CITY OF SCOTTSDALE

ARCHITECTURAL SERVICES CONTRACT

GRANITE MOUNTAIN AND FRAESFIELD TRAILHEADS SITE PLANNING

PROJECT NO. P1305

CONTRACT NO. 2015-050-COS

THIS CONTRACT, entered into this 3rd day of March, 2015, between the City of Scottsdale, an Arizona municipal corporation, the "CITY" and Smith Group JJR, a privately owned company, the "ARCHITECT."

RECITALS

- A.** The Mayor of the City of Scottsdale is authorized by provisions of the City Charter to execute contracts for professional services; and
- B.** The City intends to contract for Architectural services with Architect (Site plan development for Granite Mountain Trailhead and Fraesfield Trailhead); and
- C.** The Architect is qualified to render the services desired by the City.

FOR AND IN CONSIDERATION of the parties' mutual covenants and conditions, it is agreed between the City and the ARCHITECT as follows:

1.0 Description, Acceptance, Documentation

1.1 Scope of Services

The Architect will act under the authority and approval of the Contract Administrator to provide the Architectural services required by this Contract.

The Architect is assigned the tasks specified in the attached Exhibit A, Project Scope of Work, which is incorporated by reference and made a part of this Contract.

The Architect must obtain all necessary information to complete the tasks specified in Exhibit A, Project Scope of Work.

1.2 Acceptance and Documentation

- A.** Each task will be reviewed and approved by the Contract Administrator to determine acceptable completion.

ATTACHMENT 4

- B. The City will provide all necessary information to the Architect for timely completion of the tasks specified in Section 1.1 above.
- C. All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Contract are to be and remain the property of the City and are to be delivered to the Contract Administrator before final payment is made to the Architect.

2.0 Fees and Payments

2.1 Fee Schedule

The amount paid to the Architect will not exceed \$193,660.00.

The Architect will be paid at the hourly rates shown in Exhibit A. The fees to be paid to Engineer are based on time and materials not to exceed the total amount.

2.2 Payment Approval

The time spent for each task must be recorded and submitted to the Contract Administrator. The Architect must maintain all necessary documents and accounting records pertaining to time billed and to costs incurred and make these materials available at all reasonable times during the Contract period.

Monthly payments will be made to the Architect on the basis of a progress report submitted by the Architect for work completed through the last day of the preceding calendar month. Each task is subject to review and approval by the Contract Administrator to determine acceptable completion.

The Contract Administrator will prepare a partial payment request document for the Architect's acceptance. However, not more than 90% of the total Contract price will be paid before City's final acceptance of all completed work.

The Contract Administrator reserves the exclusive right to determine the amount of work performed and payment due the Architect on a monthly basis.

All charges must be approved by the Contract Administrator before payment.

2.2.1 Payment Terms

The City of Scottsdale's payment terms for architectural work under State of Arizona A.R.S. Title 34 requirements is 14 days after invoice submittal by the Architect and the work is certified and approved by the City Contract Administrator.

The City has 7 days after receipt of the invoice to prepare and issue a written finding setting forth those items in detail which are not approved for payment under the Contract and which are not certified by the City Contract Administrator. Until such time as such issues are resolved and certified by the City the 14 day payment term will not have commenced.

2.3 Price Adjustment

Price increases may only be requested by the Architect, 30 days before the annual anniversary date of the Contract. Failure to do so may result in the denial of any increase requested.

Price increases will become effective only after approval by the Contract Administrator and the Purchasing Director and will be effective for at least 1 year from the date of approval.

Approved price increases will be applied to the unit pricing in the Contract as a percentage increase.

The increased rate will be based upon mutual consent of the Architect and the Contract Administrator; however, the Contract Administrator will evaluate the Contractor's performance, services and records documentation to determine the appropriateness of the increase requested.

The percentage increase in the unit pricing may not exceed 5%.

3.0 General Terms and Conditions

3.1 Contract Administrator

The Contract Administrator for the City will be Scott Mars, or designee. The Contract Administrator will oversee the performance of this Contract, assist the Architect in accessing the organization, audit billings, and approve payments. The Architect must submit all reports and special requests through the Contract Administrator. The Contract Administrator has the authority to authorize Change Orders up to the limits permitted by the City's Procurement Code.

3.2 Term of Contract

The Term of the Contract is for 36 months.

This Contract must be approved by the City Council of the City of Scottsdale, Arizona and signed by its Mayor and attested by the City Clerk. This Contract is in full force and effect when it is signed by the City and the Architect.

If any tasks remain incomplete after the completion time period, the Contract Administrator must give written approval to continue the Contract.

3.3 Termination or Cancellation of Contract

The City may terminate this Contract or abandon any portion of the project that has not been performed by the Architect.

Termination for Convenience: The City has the right to terminate this Contract or any part of it for its sole convenience with 30 days' written notice. If terminated, the Architect must immediately stop all work and will immediately cause any of its suppliers and Subcontractors to stop all work. As payment in full for services performed to the date of the termination, the Architect will receive a fee for the percentage of services actually completed. This fee will be in the amount mutually agreed upon by the Architect and the City, based on the Scope

of Work. If there is no mutual agreement, the Contract Administrator will determine the percentage of completion of each task detailed in the Scope of Work and the Architect's compensation will be based on this determination. The City will make this final payment within 60 days after the Architect has delivered the last of the partially completed items. The Architect will not be paid for any work done after receipt of the notice of termination or for any costs incurred by the Architect's suppliers or Subcontractors, which the Architect could reasonably have avoided.

Cancellation for Cause: The City may also cancel this Contract or any part of it with 7 days' notice if the Architect defaults, or if the Architect fails to comply with any of the terms and conditions of this Contract. Unsatisfactory performance as determined by the Contract Administrator and failure to provide the City, upon request, with adequate assurances of future performance are all causes allowing the City to terminate this Contract for cause. Upon cancellation for cause, the City will not be liable to the Architect for any amount, and the Architect will be liable to the City for all damages sustained by the default which caused the cancellation.

If the Architect is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this Contract immediately after giving notice to the Architect.

If the City cancels this Contract or any part of the Contract services, the City will notify the Architect in writing, and upon receiving notice, the Architect must discontinue advancing the work and proceed to close all operations.

Upon cancellation, the Architect must deliver to the City all drawings, special provisions, field survey notes, reports, and estimates, entirely or partially completed, in any format, including but not limited to written or electronic media, together with all unused materials supplied by the City. Use of incomplete data will be the City's sole responsibility.

The Architect must appraise the work it has completed and submit its appraisal to the City for evaluation.

If the Architect fails to fulfill in a timely and proper manner its obligations, or if the Architect violates any of the terms of this Contract, the City may withhold any payments to the Architect for the purpose of setoff until the exact amount of damages due the City from the Architect is determined by a court of competent jurisdiction.

If the City improperly cancels the Contract for cause; the cancellation for cause will be converted to a termination for convenience in accordance with the provisions of this Section 3.3.

3.4 Funds Appropriation

If the City Council does not appropriate funds to continue this Contract, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice of termination to the Architect at least 30 days before the end of its current fiscal period and will pay to the Architect all approved charges incurred through the end of that period.

3.5 Audit

The City may audit all of the Architect's records, calculations, and working documents pertaining to this work at a mutually agreeable time and place.

The Architect's records (hard copy, as well as computer readable data), and any other supporting evidence necessary to substantiate any claims related to this Contract must be open to inspection and subject to audit and reproduction by the City's authorized representative as necessary to permit evaluation and verification of the cost of the work, and any invoices, change orders, payments or claims submitted by the Architect or any of his payees. The City's authorized representative must be afforded access, at reasonable times and places, to all of the Architect's records and personnel throughout the term of this Contract and for a period of 3 years after the final payment.

The Architect must require all Subcontractors and material suppliers (payees) to comply with the provisions of this section by insertion of these requirements in a written contract between the Architect and payee. These requirements will apply to all Subcontractors.

If an audit discloses overcharges by the Architect to the City in excess of 1% of the total Contract billings, the actual cost of the City's audit must be reimbursed to the City by the Architect. Any adjustments and payments made as a result of the audit or inspection of the Architect's invoices and records will be made within a period of time not to exceed 90 days from presentation of the City's findings to the Architect.

This audit provision includes the right to inspect personnel records as required by Section 3.22.

3.6 Ownership of Project Documents

All documents, including but not limited to, field notes, design notes, tracings, data compilations, studies, and reports in any format, including but not limited to, written or electronic media, prepared in the performance of this Contract will remain the property of the City and must be delivered to the Contract Administrator before final payment is made to the Architect.

When the work detail covers only the preparation of preliminary reports or plans, there will be no limitations upon the City concerning use of the plans or ideas in the reports or plans for the preparation of final construction plans. The City will release the Architect from any liability for the preparation of final construction plans by others.

3.7 Completeness and Accuracy

The Architect will be responsible for the completeness and accuracy of its work, including but not limited to, survey work, reports, supporting data, and drawings, sketches, etc. prepared by the Architect and will correct, at its expense, all errors or omissions which may be disclosed. The cost to correct those errors will be chargeable to the Architect. Additional construction added to the project will not be the responsibility of the Architect unless the need for additional construction was created by any negligent error, omission, act, or intentional wrongful conduct

of the Architect. The City's acceptance of the Architect's work will not relieve the Architect of any of its responsibilities.

3.8 Attorney's Fees

Should either party bring any action for relief, declaratory or otherwise, arising out of this Contract, the prevailing party will be entitled to receive from the other party reasonable attorneys' fees, reasonable costs and expenses as determined by the court sitting without a jury. All these fees, costs, and expenses will be considered to have accrued on the commencement of the action and will be enforceable whether or not the action is prosecuted to judgment.

3.9 Successors and Assigns

This Contract will be binding upon the Architect, its successors and assigns, including any individual, or other entity with or into which the Architect may merge, consolidate, or be liquidated, or any individual or other entity to which the Architect may sell or assign its assets.

3.10 Assignment

Services covered by this Contract must not be assigned or sublet in whole or in part without first obtaining the written consent of the Contract Administrator.

3.11 Subcontractors

The Architect may engage any additional Subcontractors as required for the timely completion of this Contract. If the Architect subcontracts any of the work required by the Contract, the Architect remains solely responsible for fulfillment of all the terms of this Contract.

The Architect will pay its Subcontractors within 7 calendar days of receipt of each progress payment from the City. The Architect will pay for the amount of the Work performed by each Subcontractor as accepted and approved by the City with each progress payment. In addition, any reduction of retention, if any, by the City will result in a corresponding reduction to Subcontractors who have performed satisfactory work. The Architect will pay Subcontractors the reduced retention within 14 calendar days of the payment of the reduction of the retention to the Architect. No Contract between the Architect and its Subcontractors may materially alter the rights of any Subcontractor to receive prompt payment and retention reduction as provided in this Contract.

If the Architect fails to make payments in accordance with these provisions, the City may take any of one or more of the following actions and the Architect agrees that the City may take these actions:

- A. To hold the Architect in default under this Contract;
- B. Withhold future payments including retention until proper payment has been made to Subcontractors in accordance with these provisions;
- C. Reject all future offers to perform work for the City from the Architect for a period not to exceed 1 year from the completion date of this project; or
- D. Terminate this Contract.

3.12 Alterations or Additions to Scope of Services

The total Scope of the Architectural Services to be performed is stated in this Contract. Any services requested outside the scope of work are additional services. The Architect will not perform these additional services without a written Change Order approved by the City. If the Architect performs additional services without a Change Order, the Architect will not receive any additional compensation.

3.13 Modifications

Any amendment or modification of the terms of this Contract must be in writing and will be effective only after approval of all parties to this Contract.

3.14 Conflict of Interest

The Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Contract, and that it has not paid or agreed to pay any person or persons, other than a bona fide employee working solely for the Architect any fee, commission, percentage, brokerage fee, gifts or any consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City will have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of any fee, commission, percentage, brokerage fee, gift or contingent fee, together with costs and attorney's fees.

The City may cancel any Contract or Agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the City's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation will be effective when written notice from the City is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. 38-511).

The Architect will fully reveal in writing any financial or compensatory agreement which it has with a prospective bidder before the City's publication of documents for bidding.

3.15 Force Majeure

Neither party will be responsible for delays or failures in performance resulting from acts beyond their control. These acts will include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

3.16 Taxes

The fee listed in this Contract includes all taxes applicable to the services authorized. The City will have no obligation to pay additional amounts for taxes of any type.

3.17 Advertising

No advertising or publicity concerning the City's use of the Architect's services will be undertaken without first obtaining written approval of the Contract Administrator.

3.18 Counterparts

This Contract may be executed in one or more counterparts, and each executed duplicate counterpart will possess the full force and effect of the original.

3.19 Entire Agreement

This Contract contains the entire understanding of the parties and no representations or agreements, oral or written, made before its execution will vary or modify the terms of this Contract.

3.20 Arizona Law

This Contract must be governed and interpreted according to the laws of the State of Arizona.

3.21 Equal Employment Opportunity

During the performance of this Contract, the Bidder will follow the Federal government's guidelines, to ensure that employees or applicants applying for employment will not be discriminated against because of race, color, religion, sex or national origin.

No Preferential Treatment or Discrimination: In accordance with the provisions of Article II, Section 36 of the Arizona Constitution, the City will not grant preferential treatment to or discriminate against any individual or group on the basis of race, sex, color, ethnicity or national origin.

3.22 Compliance with Federal and State Laws

The Architect accepts the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. In addition, the Architect accepts the applicability to it of A.R.S. §34-301 and 34-302. The Architect will include the terms of this provision in all contracts and subcontracts for work performed under this Contract, including supervision and oversight.

Under the provisions of A.R.S. §41-4401, the Architect warrants to the City that the Architect and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the Architect and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Architect or any of its subcontractors will be considered a material breach of this Contract and may subject the Architect or Subcontractor to penalties up to and including termination of this Contract or any subcontract.

The City retains the legal right to inspect the papers of any employee of the Architect or any subcontractor who works on this Contract to ensure that the Architect or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Architect and any of its subcontractors to ensure compliance with this warranty. The Architect agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

The City will not consider the Architect or any of its subcontractors in material breach of this Contract if the Architect and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The "E-Verify Program" means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

The provisions of this Article must be included in any contract the Architect enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property. The Architect will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The Architect's failure to assure compliance by all its' subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

3.23 Compliance with Americans with Disabilities Act

Architect acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Architect will provide the services specified in this Contract in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Architect agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Architect, its employees, agents or assigns will constitute a material breach of this Contract.

3.24 Valuation of Architect's Performance

The Architect will be evaluated regarding its performance of this Contract. This evaluation will include, but not be limited to, the following consideration for:

- Completeness
- Accuracy
- Utility Coordination
- Technical Expertise
- Organization
- Appearance of plans (linework, lettering, etc.)
- Working relationship with City staff and others
- Availability
- Communication skills (meetings, correspondence, etc.)

This evaluation will be prepared by the staff and used to evaluate the desirability to proceed with negotiations for additional services.

3.25 Notices

All notices or demands required by this Contract must be given to the other party in writing, delivered by hand or by registered or certified mail at the addresses stated below, or to any other address the parties may substitute by giving written notice as required by this section.

On behalf of the Architect:

Smith Group JJR
Attn: Michael Faulkner
Arizona Center
455 North Third St., Suite 250
Phoenix, AZ 85004

On behalf of the City:

Capital Project Management
Attn: Scott Mars
7447 E. Indian School, Suite 205
Scottsdale, AZ 85251

If hand delivered, Notices are received on the date delivered. If delivered by certified or registered mail, Notices are received on the date indicated on the receipt. Notice by facsimile or electronic mail is not adequate notice.

3.26 Independent Contractor

The services the Architect provides to the City are that of an Independent Contractor, not an employee, or agent of the City. The City will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City will not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

3.27 Ineligible Bidder

The preparer of bid specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or offeror on the solicitation for which they prepared the specification.

3.28 Indemnification

To the fullest extent permitted by law, Architect, its successors, assigns and guarantors, must defend, indemnify and hold harmless City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all demands, proceedings, suits, actions, claims, damages, losses,

expenses, including but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligence, recklessness, or intentional wrongful conduct to the extent caused by Architect relating to work or services in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Architect's and Subcontractor's employees.

Insurance provisions in this Contract are separate and independent from the indemnity provisions of this section and will not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section must not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.0 Insurance

A current standard Acord Certificate is acceptable.

Failure to provide an appropriate Certificate of Insurance will result in rejection of your certificate and delay in Contract execution.

Additionally Certificates of Insurance submitted without referencing a Contract number will be subject to rejection and returned or discarded.

4.1 Insurance Representations and Requirements

- A. General: The Architect agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of the Architect, the Architect must purchase and maintain, at its own expense, the required minimum insurance with insurance companies duly licensed or approved to conduct business in the State of Arizona and with an A.M. Best's rating of B++6 or above with policies and forms satisfactory to City. Failure to maintain insurance as required may result in cancellation of this Contract at the City's option.

- B. No Representation of Coverage Adequacy: By requiring the insurance, City does not represent that coverage and limits will be adequate to protect the Architect. The City reserves the right to review any and all of the insurance policies and endorsements cited in this Contract but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements in this Contract or failure to identify any insurance deficiency will not relieve the Architect from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Contract.
- C. Coverage Term: The Architect must maintain all required insurance in full force and effect until all work or services are satisfactorily performed and accepted by the City of Scottsdale, unless specified otherwise in this Contract.
- D. Claims Made: In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall continue

uninterrupted throughout the term of this Contract by keeping coverage in force using the effective date of this Contract as the retroactive date on all "claims made" policies. The retroactive date for exclusion of claims must be on or before the effective date of this Contract, and can never be after the effective date of this Contract. Upon completion or termination of this Contract, the "claims made" coverage shall be extended for an additional three (3) years using the original retroactive date, either through purchasing an extended reporting option; or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified herein, shall continue for three (3) years past the completion or termination of this Contract.

- E. Policy Deductibles and or Self Insured Retentions: The required policies may provide coverage which contain deductibles or self-insured retention amounts. The Architect is solely responsible for any deductible or self-insured retention amount and the City, at its option, may require the Architect to secure payment of the deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.
- F. Use of Subcontractors: If any work is subcontracted in any way, the Architect must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Architect in this Contract. The Architect is responsible for executing the Contract with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.
- G. Evidence of Insurance and Required Endorsements: Before commencing any work or services under this Contract, the Architect must furnish the Contract Administrator with Certificate(s) of Insurance, or formal endorsements issued by the Architect's insurer(s) as evidence that policies are placed with acceptable insurers and provide the required coverages, conditions, and limits of coverage and that the coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the required policies expire during the life of this Contract, the Architect must forward renewal Certificates to the City within 10 days after the renewal date containing all the necessary insurance provisions.

Certificates shall specifically cite the following provisions endorsed to the Architects's policy:

- 1. The City of Scottsdale, its agents, representatives, officers, directors, officials and employees are named as an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - c) Excess Liability - Follow Form to underlying insurance as required.
- 2. The Architect's insurance must be primary insurance for all performance of work under this Contract.

3. All policies, except Professional Liability insurance if applicable, waive rights of recovery (subrogation) against the City, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by the Architect under this Contract.
4. If the Architect receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Architect's responsibility to provide prompt notice of same to the City, unless such coverage is immediately replaced with similar policies.

4.2 Required Coverage

- A. Commercial General Liability: The Architect must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, and personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than the underlying insurance.
- B. Professional Liability: The Architect must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Architect, or anyone employed by the Architect, or anyone for whose acts, mistakes, errors and omissions the Architect is legally liable, with a liability insurance limit of \$1,000,000 each claim and \$2,000,000 all claims. If the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, the Architect must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.
- C. Vehicle Liability: The Architect must maintain Business Automobile Liability insurance with a limit of \$1,000,000 each accident on the Architect's owned, hired, and non-owned vehicles assigned to or used in the performance of the Architect's work or services under this Contract. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than the underlying insurance.
- D. Workers Compensation Insurance: The Architect must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the Architect's employees engaged in the performance of work or services under this Contract, and must also maintain Employers' Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

5.0 Software Licenses

If the Architect provides to the City any software licenses, the following provisions apply:

5.1 Source Code Availability

- A. The Architect must furnish the City, without charge, a single copy of the Source Code for the Software immediately upon the occurrence of any of the following:
 - 1. The Architect becomes insolvent; or
 - 2. The Architect ceases to conduct business; or
 - 3. The Architect makes a general assignment for the benefit of creditors;
or
 - 4. A petition is filed in Bankruptcy by or against the Architect.
- B. Use of the Source Code must be subject to the same restrictions as the Software itself.
- C. The City must have the right to modify the Source Code in any manner the City believes is appropriate, provided that the Source Code as modified must remain subject to the restrictions of Section 5.1(B).

5.2 Proprietary Protection

- A. The City agrees that if the Architect informs the City that the Software is confidential information or is a trade secret property of the Architect; the Software is disclosed on a confidential basis under this Contract and in accordance with the terms of this Contract.
- B. The Architect must not use or disclose any knowledge, data or proprietary information relating to the City obtained in any manner.
- C. As permitted by Arizona Law, the parties agree that during the term of this Contract and of all Licenses granted under this Contract, and for a period of 7 years after termination of this Contract and of all licenses granted by this Contract, to hold each others' confidential information in confidence. The parties agree, unless required by government regulations or order of court, not to make each others' confidential information available in any form to any third party or to use each other's confidential information for any purposes other than the implementation of this Contract. However, if the Architect's confidential information is requested to be divulged under the provisions of the Arizona Public Records Act, A.R.S., Title 39, the Architect must reimburse the City for the full cost of the City's refusal to release the information, including the costs of litigation, the City's attorney fees, fines, penalties or assessments of the opposing party's attorney fees. Each party agrees to take all reasonable steps to ensure that confidential information is not disclosed or distributed by its employees or agents in violation of the provisions of this Contract.

5.3 Non-Infringement

The Architect warrants that the Software provided to the City does not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary or property right of any person or entity.

In the event of a claim against the City asserting or involving such an allegation, the Architect will defend, at the Architect's expense, and will indemnify and hold

harmless the City against any loss, cost, expense (including attorney fees) or liability arising out of the claim, whether or not the claim is successful. In the event an injunction or order is obtained against use of the Software, or if in the Architect's opinion the Software is likely to become the subject of a claim of infringement, the Architect will, at its option and its expense:

1. Procure for the City the right to continue using the Software; or
2. Replace or modify the software so that it becomes non-infringing (this modification or replacement must be functionally equivalent to the original); or
3. If neither 1 nor 2 is practicable, repurchase the Software on a depreciated basis utilizing a straight line 5 year period, commencing on the date of acceptance.

5.4 Third Party License

The Architect must sublicense to the City any and all third party Software required in this Contract. The City reserves the right to accept or reject third party license terms. If the City rejects the terms of a third party license, it will be the Architect's responsibility to negotiate acceptable terms or to supply Software from another source with terms acceptable to the City. The City's acceptance of the third party license terms will not be unreasonably withheld.

6.0 Severability and Authority

6.1 Severability

If any term or provision of this Contract is found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract will remain in full force and effect and the term or provision will be considered to be deleted.

6.2 Authority

Each party warrants that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each party has been properly authorized and empowered to enter into this Contract. Each party acknowledges that it has read, understands, and agrees to be bound by the terms and conditions of this Contract.

7.0 Request For Taxpayer I.D. Number & Certification I.R.S. W-9 Form

Upon request, the Contractor shall provide the required I.R.S. W-9 FORM which is available from the IRS website at www.IRS.gov under their forms section.

The City of Scottsdale by its Mayor and City Clerk have subscribed their names this 3rd day of March, 2015.

CITY OF SCOTTSDALE
an Arizona Municipal Corporation

ATTEST:

W.J. "Jim" Lane
Mayor


Carolyn Jagger
City Clerk

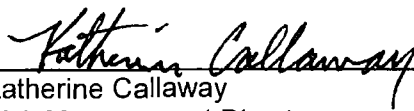
ARCHITECT:
Smith Group JJR
455 N. Third Street, Suite 250
Phoenix, Arizona 85004

By: 

Its: DIRECTOR OF OPERATIONS

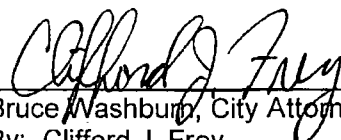
RECOMMENDED:


Derek E. Earle
City Engineer


Katherine Callaway
Risk Management Director


Scott Mars
Contract Administrator

APPROVED AS TO FORM:


Bruce Washburn, City Attorney
By: Clifford J. Frey
Senior Assistant City Attorney

January 16, 2014

Mr. Scott Mars, PE
Senior Project Manager
Capital Project Management
7447 E. Indian School Rd. Suite 205
Scottsdale, AZ. 85251

Re: Granite Mountain and Fraesfield Site Plans

Dear Scott:

On behalf of SGJJR we are pleased to submit this Scope of Work for the above referenced Professional Services for your consideration. This proposal is prepared in accordance with our understanding of the project as described by the following:

- City of Scottsdale – Request for Statement of Qualifications (SOQ) for Granite Mountain and Fraesfield Trailheads Master Plan on August 11, 2014.
- SGJJR Statement of Qualifications (SOQ) on September 19, 2014.
- Our interview for the project on October 22, 2014.
- City of Scottsdale – Scottsdale North Preserve Master Plan – Preliminary Scope of Work on October 30, 2014.

To fully address your needs for this project, we have augmented our planning team by joining with LDS Services (Civil Engineering), Hancock Resources (Equestrian Trails Expert) and Marc Taylor (Cost Estimator).

Our professional services will include:

- I. Site Planning for Granite Mountain and Fraesfield Trailheads

The following scope narrative represents our understanding of the project.

PROJECT UNDERSTANDING

The McDowell Sonoran Preserve Granite Mountain and Fraesfield Trailhead Site Plans bring an exceptional opportunity to preserve the natural habitat while providing recreational spaces for the community and visitors alike. The Site Plans will provide a detailed analysis regarding the feasibility, size, amenities and layout. Finally, a preliminary cost estimate will be provided for architectural & engineering design and construction of Granite Mountain and Fraesfield Trailhead.

SCOPE OF SERVICES

Basic Services

I. Site Planning for Granite Mountain and Fraesfield Trailheads

Task 1: Discovery

1.1 Project Initiation Meetings

The SGJJR team will conduct project initiation meetings with the Project Team. These meetings will introduce the planning process and begin to establish site plan goals, principles and objectives.

Meetings in this phase will include:

1. (1) Kick-Off Meeting with all consultants – (4) hour duration
2. (1) Project Team meeting to review status – (4) hour duration

1.2 Prepare Work Plan and Schedule

A final work plan and project schedule will be established. The work plan and project schedule will identify key points of participation and project deliverables.

1.3 Compile and Evaluate Existing Information

A thorough review will be made of all existing data provided by the City of Scottsdale (i.e. topography maps, design plans, utility maps, aerial photos, as-builts and City Standards relevant to the site design). A list of desirable additional existing data will be prepared and provided to the City of Scottsdale for additional collection (i.e. usage data, internet survey data, historic construction costs).

1.4 Post Occupancy Evaluations of Existing Trailheads

The SGJJR team will meet with city staff to discuss any issues or challenges related to the previously constructed trailheads. We will also visit the existing trailheads with the Project Team to conduct Post Occupancy Evaluations of Lost Dog Trailhead, Gateway Trailhead, Tom's Thumb Trailhead and Brown's Ranch Trailhead. Site visits will be conducted with city staff over the course of two days. Analysis will include the following:

- Overall programming
- Durability and Maintainability
- Environmental Impact and Disturbance Footprint
- Parking Capacity and Use
- Observations of site and buildings for each location
- Energy consumption
- Waste levels
- Water usage

1.5 Programming

The SGJJR team will meet with the Project Team to review and discuss the program used for previous trailheads and any differences that might be desirable or necessary for Granite Mountain and Fraesfield. The result will be a written description of the various project components, the amount of space required and other requirements such as security, lighting, shade, etc.

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1.6 Field Investigations and Site Visits

The SGJJR team will perform field investigations and site visits to collect information used for site plan preparation. Field investigations will study topography, views, areas of disturbance, native vegetation, drainage corridors, existing structures and improvements, adjacent land uses and public access.

Members of the Project Team and McDowell Sonoran Preserve Commission (MSPC) will be invited to visit the sites with the SGJJR team.

This task will include the following:

1. (2) Initial field investigations – (4) hour duration ea.
2. (2) Site visits with Project Team and MSPC to review collected information – (4) hour duration ea.

Task 1 Deliverables

- Draft and Final Work Plan and Schedule (Word / Excel deliverable)
- Data Collection List (Word / Excel deliverable)
- Meeting Notes (Word)
- Base Map of the existing Granite Mountain and Fraesfield Trailheads (PDF / CAD deliverable)
- Documentation of Existing Conditions (8.5 x 11 PDF deliverable including Base Maps, Site Photos and Field Notes)
- Documentation of Post Occupancy Evaluations (8.5 x 11 PDF deliverable w/ Analysis Report and Site Photos)
- Programming Memo

Task 2: Analysis of Primary Locations

2.1 Primary Site Analysis

A site analysis will be prepared for Granite Mountain and Fraesfield Trailheads illustrating critical issues as identified during the initial site visits. Information collected will inform the size, layout and location of potential amenities as it relates to the specifics of each site.

1. (2) Site Analysis field investigations – (4) hour duration ea.

This analysis may include:

- Environmental Impacts
- View corridors
- Roadway access
- Entry and trail alignments
- Right-of-way
- Electric utility easements
- Traffic
- External influences created by neighboring properties
- Utilities and Infrastructure (Water, Wastewater, Electricity, Storm Water)
- Native vegetation

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- Level of disturbance
- Parking
- Signage and wayfinding
- Major natural and human-built features
- Topography and site drainage characteristics
- Clean Water Act (CWA) Section 404
- Boulder Outcroppings
- Regulatory concerns
- Capacity for each location
- Opportunities and Constraints
- Visual impact to the community

2.2 Electric Utility Coordination

SGJJR will communicate with the Project Team and electric utility companies regarding regulations and access requirements associated with working in the vicinity of the existing power lines.

2.3 Summary of Development Opportunities and Constraints

Based on the analysis of the primary sites, SGJJR will provide an Opportunities and Constraints Map indicating areas suitable for development. In addition, areas not suitable or recommended for development will be identified including natural areas to be protected.

Task 2 Deliverables

- Draft and Final Site Analysis Maps (PDF Deliverable, 1 per site)
- Draft and Final Opportunities and Constraints Maps (PDF Deliverable, 1 per site)

Task 3: Preliminary Design of Primary Locations

3.1 Certification

SGJJR will meet with the Project Team to define goals related to sustainable certification (i.e. LEED, Living Building Challenge, Sustainable SITES, etc.).

3.2 Design Workshop

SGJJR will facilitate a design workshop with members of the Project Team. The purpose will be to define the goals, vision, values, site design criteria and needs for each trailhead. We will also review the Site Analysis and Opportunities and Constraints Maps. Finally, we will work with the Project Team to develop (1) conceptual site plan or planning diagram for each trailhead site. We anticipate this to be a full day workshop.

3.3 Preliminary Site Designs and Architectural Concepts

The SGJJR team will prepare preliminary site designs and architectural concepts for the primary sites (Granite Mountain and Fraesfield Trailheads). The design team will provide (1) site and architectural concept for each trailhead site.



3.4 Life Cycle Analysis

The SGJJR team will conduct a Life Cycle Analysis / Full Cost of Ownership Study of primary systems, components, infrastructure and future maintenance costs as necessary to identify candidates for higher initial cost investments that payback over time.

3.5 Design Narrative

The SGJJR team will provide design narratives to identify design intent, primary systems, components, infrastructure, materials and construction methods to help inform the Preliminary Cost Estimate.

3.6 Public Open House (Owners Contingency)

The Public Open House is outlined in the scope of work and fee as part of the Owner's Contingency and will be conducted only upon written request by the City of Scottsdale.

SGJJR will work with the Project Team and McDowell Sonoran Preserve Commission to organize and facilitate an Open House (4 hour duration). During the Open House, the team will present the preliminary site designs and architectural concepts. The purpose of the Open House will be to receive input and comments regarding completed work by SGJJR and the Project Team. Information will be presented using PowerPoint and large format graphics. We anticipate the Open House to include the attendance of (5) members of the SGJJR design team including the project manager, architect, landscape architect, trails expert and civil engineer.

3.7 Final Site Designs

The SGJJR team will finalize the preliminary site designs for the primary sites (Granite Mountain and Fraesfield Trailheads) identifying, locating and sizing amenities including but not limited to:

- Restroom building with storage
- Parking for passenger vehicles
- Parking for Horse Trailers
- Entry drive
- Shade ramada(s)
- Possible site host area
- Possible educational amphitheater
- Pathfinder (steward) station
- Dumpster enclosure
- Outdoor Storage Areas

3.8 Preliminary Architectural Designs

The SGJJR team will finalize the preliminary architectural designs to assist in development of the preliminary cost estimate, as well as, generating transparent community acceptance.

3.9 Preliminary Cost Estimate

The SGJJR team will prepare a preliminary cost estimate (10% level) for full architectural & engineering design and construction for Granite Mountain and Fraesfield Trailheads.

3.10 Site Plans and Architectural Concepts Presentation (Owner's Contingency)

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The SGJJR team will present the Preliminary Site Designs and Architectural Concepts to the McDowell Sonoran Preserve Commission, Planning Commission, Development Review Board and City Council as necessary to obtain approval.

3.11 City Approvals (Owner's Contingency)

Contingent upon written notice to proceed by the City of Scottsdale.

Upon approval of the Preliminary Site Designs and Architectural Concepts the SGJJR team will secure Site Plan approval from the Planning Commission and City Council for the primary sites. We anticipate this work to require the following:

- Site plans with topography
- Site plans with aerial maps
- Constraints maps (boulder, vegetation, washes, topography)
- Circulation and access
- Slope analysis
- Context map with existing and proposed trails
- Existing and proposed utilities – Water, Sewer, Electric Communications / Data
- Drainage
- Building character and hardscape information
- Typical detail or examples of building elements and materials palette

Task 3 Deliverables

- Draft Site Designs and Architectural Concepts (PDF)
- Meeting Notes (Word)
- Design Narrative (PDF deliverable with site, architectural, MPE and landscape narratives)
- Final Site Designs (PDF deliverable w/ plan renderings, 1 per site)
- Preliminary Architectural Designs (PDF deliverable)
 - Perspective Renderings (2 per site)
 - Preliminary Sections (2 per site)
 - Preliminary Floor Plans (1 per site)
- Preliminary Cost Estimate (PDF deliverable - 8.5 x 11)

II. Recurring Tasks

Task 4: Communication

4.1 Public Outreach

The SGJJR team will provide assistance and content to the Project Team as necessary to help with public outreach efforts such as meetings, press releases and website updates. The City of Scottsdale will lead all public outreach efforts.

4.2 Project Team Meetings

The SGJJR team will meet twice a month for one (1) hour with the project team over the course of one year. At a minimum, at the completion of each major milestone the meetings will be face-

to-face. These meetings will require two (2) hours. Conference calls, lasting 45 to 60 minutes, will take the place of meetings where possible.

Task 4 Deliverables

- Meeting Agendas (Word)
- Meeting Notes (Word)

PROFESSIONAL SERVICES FEE

SGJJR will provide the design services as outlined above for an Hourly Not to Exceed fee of \$193,660. (including owner's contingency).

Site Planning for Granite Mtn and Fraesfield

Task 1 Discovery

Task 2 Analysis of Primary Locations

Task 3 Preliminary Design of Primary Locations

Preliminary Design for Granite Mtn and Fraesfield Subtotal **\$137,180**

Communication

Task 4 Communication

Communication Subtotal **\$18,000**

Owner's Contingency (IF NEEDED)

Contingent upon written notice to proceed by the City of Scottsdale

3.6 Public Open House

3.10 Site Plans and Architectural Concepts Presentation

3.11 City Approvals

Owner's Contingency Subtotal **\$38,480**

Total Hourly Not to Exceed **\$193,660**

Reimbursable Expenses

Reimbursable expenses are in addition to our fee and will be billed at cost.

Reimbursable expenses include printing, photo reproduction, postage, delivery service and project related mileage / travel. Printing includes plotting and printing of presentation materials.

SmithGroupJJR shall bill these tasks monthly, based upon total hours recorded against the subtasks for each category. Billing shall not exceed the total outlined in this scope of work and fee proposal. If additional services are necessary they must be approved in writing by the city in advance of starting the additional services.

Hourly Rates

SmithGroupJJR

1. Principal-in-Charge	\$ 250/hr
2. Design Principal	\$ 210/hr
3. Senior Planner	\$ 165/hr
4. Project Manager	\$ 150/hr
5. Sustainability Expert	\$ 150/hr
6. Senior Landscape Architect	\$ 135/hr
7. Landscape Architect	\$ 105/hr
8. Architect/Designer	\$ 100/hr

Marc Taylor Inc.

1. Chief Estimator	\$ 125/hr
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LDS Services

2. David Gulino	\$ 155/hr
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Hancock Resources, LLC

1. Jan Hancock	\$ 125/hr
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ASSUMPTIONS

SGJJR's Scope of Services for the Granit and Fraesfield Site Plans is based on the following assumptions:

- The SGJJR team will coordinate their activities through a single City of Scottsdale representative.
- The following committee structure is proposed to conduct a collaborative planning process, solicit input, stimulate discussion and create a sense of ownership.
 - Project Team
 - McDowell Sonoran Preserve Commission
 - McDowell Sonoran Conservancy
 - General Public
 - In addition, specific focus groups may be established to assist the SGJJR team in addressing specific site plan issues throughout the process.
- For all meetings, the City of Scottsdale representative will schedule the proposed sessions, notify participants, and reserve meeting rooms. The SGJJR team will develop agendas and compile presentation materials.
- To ensure that the entire project moves forward expeditiously, future work phases and site visits/review meetings and dates/times shall be scheduled during the first phase of the project. This will allow project participants to reserve critical meeting times far enough ahead to assure their availability. It will also encourage the SGJJR team to generate materials within the approved schedule and prompt City of Scottsdale representatives to make timely decisions.
- It is the SGJJR team's intent to use existing materials to document existing conditions unless the Scope of Services specifically identifies the preparation of new data. City of Scottsdale representatives will assume responsibility for obtaining and providing the

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SGJJR team copies of existing pertinent reports, data, and related materials, or directing the team to appropriate sources. Some of the items that will be required include: Preserve base data (CAD, GIS and Excel), current trailhead facilities inventory and data, site and environmental information, utility information, city and county comprehensive plans and zoning information, traffic and parking information for surrounding areas.

- SGJJR will provide the City of Scottsdale with electronic graphic material if website posting is required. It is assumed that City of Scottsdale representatives will post the material to the website as needed.

EXCLUSIONS

In order to provide clarity and to prevent any misunderstanding, we wish to identify the following items that are not included in this proposal:

- Preparing final design plans and documents for one or all of the subject trailheads, permitting, or other items that may be deemed necessary to complete a "construction ready" design.
- Attending meetings or making presentations to interested groups or agencies outside of the meetings outlined herein
- Services to field verify the accuracy of existing conditions drawings or survey information furnished by the City of Scottsdale
- Impact Studies (i.e. environmental, traffic, governmental, etc.)
- Services to investigate the work of separate consultants retained by the City of Scottsdale.
- Owner "Third Party" coordination meetings and services
- Planning services outside of the North McDowell Sonoran Preserve
- Services from engineers or specialty consultants not specifically described in this proposal
- Regulatory approvals outside of those outlined in the Scope of Work or agency fees
- Revising drawings or other documents when the revisions are inconsistent with written approvals or instructions previously given; required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; and/or due to other causes not solely within SGJJR control.
- Models, photography and other special presentation material (excluding architectural renderings identified in this proposal) for other than the Architect's own use.
- Services to perform site archaeology

ADDITIONAL SERVICES

Requests for additional services or staff will be documented by SGJJR, and the work will commence upon the City of Scottsdale's written approval of a change order and associated fee.

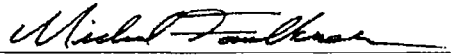
NOTICE TO PROCEED

SmithGroupJJR is prepared to initiate the Basic Services upon City of Scottsdale council approval and receipt of signed contract containing a final approved scope and fee. The following Exhibit A provides a detailed description of the project tasks and hours.

We appreciate the opportunity to submit this Scope of Work for your consideration. We are available at your convenience to discuss any questions that you may have regarding it. We are

grateful for having been selected to work with the City of Scottsdale on this significant and challenging project and look forward to working with the entire project team toward its successful completion.

Sincerely,



Michael Faulkner, RLA
Project Manager
SmithGroupJJR

Scottsdale North Preserve Master Plan
January 16th, 2015

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PROJECT WORK PLAN

PROJECT TASK / SUB-TASKS	PRELIMINARY SCHEDULE			Design Principal	Senior Planner	Project Manager / Landscape Architect	Senior Landscape Architect	Landscape Architect	Sustainability Expert	Architect / Designer	Cost Estimator	Equestrian Expert	Civil Engineer	SUB-TOTALS BY TASK	
	Start Date	End Date	Duration [Workdays]	Mark Kranz	Mark Soden	Mike Faulkner	Rick Jones	TBD	Jeff Frost	TBD	Marc Taylor, Inc	Hancock Resources, LLC	LD Services	HOURS	LABOR
				Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Hours Budgeted	Labor Budget
Site Planning - Discovery	1-Mar-15	28-Apr-15	42												
1.1 Project Initiation Meetings	1-Mar-15	14-Mar-15	10	4	4	16	8	-	8	-	-	8	8	56	\$8,420
1.2 Prepare Work Plan and Schedule	1-Mar-15	14-Mar-15	10	4	4	16		-	-	-	-	-	-	24	\$3,900
1.3 Compile and Evaluate Existing Information	1-Mar-15	1-Apr-15	23			16		24	-	-	-	8	8	56	\$7,160
1.4 Post Occupancy Evaluations of Existing Trailheads	14-Mar-15	28-Apr-15	32	4	4	8		8	16	8	8	8	8	72	\$9,980
1.5 Programming	14-Mar-15	28-Apr-15	32	4	4	8		8	-	8	-	-	-	32	\$4,340
1.6 Field Investigations and Site Visits	14-Mar-15	28-Apr-15	32	8	8	16		8	-	4	-	8	8	60	\$8,880
Site Planning - Discovery Task Totals				24	24	80	8	48	24	20	8	32	32	300	\$42,680
Site Planning - Analysis	28-Apr-15	28-May-15	23												
2.1 Primary Site Analysis	28-Apr-15	28-May-15	23		4	8	8	24				8	8	60	\$7,700
2.2 Electric Utility Coordination	28-Apr-15	28-May-15	23		4	8	8						8	28	\$4,180
2.3 Summary of Development Opportunities and Constraints	28-Apr-15	28-May-15	23		4	8	8	16					8	44	\$5,860
Site Planning - Analysis Task Totals				-	12	24	24	40	-	-	-	8	24	132	\$17,740
Site Planning - Preliminary Design	28-May-15	28-Jul-15	44												
3.1 Certification	28-May-15	14-Jun-15	12	4		4		8	24					40	\$5,880
3.2 Design Workshop	28-May-15	14-Jun-15	12	8	8	16	4	4	4	24	-	8	8	80	\$11,180
3.3 Preliminary Site Designs and Architectural Concepts	28-May-15	28-Jun-15	22	8	4	12	16	32	4	48	4	4	4	136	\$16,680
3.4 Life Cycle Analysis	14-Jun-15	28-Jul-15	32	4		4		16	32	8			8	72	\$9,280
3.5 Design Narrative	14-Jun-15	28-Jul-15	32	4	4	4	12	8	16	16		4	4	56	\$7,640
3.7 Final Site Designs	28-Jun-15	28-Jul-15	22	4	4	12	16	24			8	4	4	76	\$10,100
3.8 Preliminary Architectural Designs	28-Jun-15	28-Jul-15	22	16		4	4	4	48	8				84	\$10,900
3.9 Preliminary Cost Estimate	28-Jun-15	28-Jul-15	22	4		4	4			16	4	4	4	36	\$5,100
Site Planning - Preliminary Design Task Totals				52	20	60	56	64	64	168	44	24	32	584	\$76,760
Communication	1-Mar-15	14-Sep-15	141												
4.1 Public Outreach	1-Mar-15	14-Sep-15	141			8		16						24	\$2,880
4.2 Project Team Meetings	1-Mar-15	14-Sep-15	141	16	16	24	8	8	8	8	8	8	8	96	\$15,120
Communication Task Totals				16	16	32	8	16	8	-	8	8	8	120	\$18,000
Owner's Contingency	28-Jun-15	28-Jul-15	22												
3.6 Public Open House (Owner's Contingency)	28-Jun-15	28-Jul-15	22	16	4	16	16	8		8		8	8	84	\$12,460
3.10 Site Plans and Architectural Concepts Presentation	28-Jun-15	28-Jul-15	22	16	4	8		16	8	16		8	8	84	\$11,940
3.11 City Approval	7-Jul-15	14-Sep-15	50	8		8	16	32		32			16	112	\$14,080
Owner's Contingency Task Totals				40	8	32	32	56	8	56	-	16	32	280	\$38,480
Hourly Rate				\$210	\$165	\$150	\$135	\$105	\$150	\$100	\$125	\$125	\$155	1,416	\$193,660
Total Budget				132	80	228	128	224	104	244	60	88	228	Hours Budgeted	Labor Budget
Team Member Name				Mark Kranz	Mark Soden	Mike Faulkner	Rick Jones	TBD	Jeff Frost	TBD	Marc Taylor, Inc	Hancock Resources, LLC	LD Services		
Team Member Job Classification				Design Principal	Senior Planner	Project Manager / Landscape Architect	Senior Landscape Architect	Landscape Architect	Sustainability Expert	Architect / Designer	Cost Estimator	Equestrian Expert	Civil Engineer	HOURS	LABOR